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Cases, Notes and Materials on

COMMERCIAL AND CONSUMER TRANSACTIONS

VOLUME I

Seventh Edition

edited by

JACOB S. ZIEGEL

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University of Toronto

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CASES, NOTES, AND MATERIALS ON

COMMERCIAL AND CONSUMER TRANSACTIONS

edited by

JACOB S. ZIEGEL
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SEVENTH EDITION

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PREFACE TO THE SEVENTH (1977-8) EDITION

Only a minimal number of changes have been introduced in this year's edition of the casebook and accompanying volume of statutory materials. These include extracts from the judgments in "The Diana Prosperity", A.G. Microbeads v. Vinhurst Road Markings, Canso Chemicals v. Canadian Westinghouse, and CIBC v. Langlois and, among the statutory materials, the recently adopted (but not yet proclaimed) Saskatchewan Consumer Product Warranties Act and extracts from Bill C-42, the new Competition Bill, dealing with class actions. As of this writing it does not seem likely that Bill C-16, the Borrowers and Depositors Protection Act, will be reported out of committee before Parliament is prorogued for the summer and on this ground the Bill has not been included in the statutory materials. My decision has also been influenced by the large number of amendments that have been introduced at the committee stage.

As in previous years I owe a heavy debt of gratitude for the assistance rendered by a number of fellow workers -- most notably Mr. Larry Rotenberg, LL.B. II, my secretary Ms. Barbara St. Bernard, and, not least Mr. Tim Lee and Mr. Gerald Goldhar of the Osgoode Hall Law School. Mr. Lee and I have decided to convert the casebook materials into two volumes in the hope that it will make them more serviceable to the students.

June 30, 1977 J.S.Z.

TABLE OF ABBREVIATIONS

Treatises and Reports

ATIYAH	The Sale of Goods, 5th ed. (1975)
BENJAMIN	Benjamin's Sale of Goods, 1st ed., 1974 (A.G. Guest, ed.)
BOGERT, BRITTON & HAWKLAND	Cases and Materials on Sales and Security, 4th ed.
BOULTON	The Making of Business Contracts, 2nd ed. (1972)
CCH CANADIAN	Canadian Sales & Credit Law Guide (loose leaf, 2 vols.)
CCH (U.S.)	Instalment Credit Guide (loose leaf, 2 vols.)
CROWTHER	Report of the Committee on Consumer Credit (London, 1971)
FALCONBRIDGE	Banking & Bills of Exchange, 7th ed. (1969)
FRIDMAN	Sale of Goods in Canada (1973)
GOODE & ZIEGEL	Hire-Purchase and Conditional Sale: A Comparative Study (1965)
HONNOLD	Cases and Materials on Sales and Sales Financing, 3rd ed. (1968)
NEILSON	Consumer and the Law in Canada (1970)
OLRC Report	Ontario Law Reform Commission, Report on Consumer Warranties and Guarantees (August 1972)
SUTTON	The Law of Sale of Goods in Australia and New Zealand, 2nd ed. (1971)
ULA	Uniform Laws Annotated, 2nd ed. (1971) Uniform Commercial Code, Master Edition
WILLISTON	Williston on Sales (Revised ed., 4 vols.)
ZIEGEL & FOSTER	Aspects of Comparative Commercial Law (Montreal, 1969)

(N.B. The above volumes will be kept on reserve)

Statutes

A.B.D.A.	Assignment of Book Debts Act, R.S.O. 1970, c.33, as am.
B.P.A.	Business Practices Act, 1974 (Ont.).
B.o.E.	Bills of Exchange Act (Can.), as amended 1970.
B.o.S.	Bills of Sale & Chattel Mortgage Act, R.S.O. 1970 c.45, as am.
Bill 110	The Consumer Products Warranties Act, 1976 (Ont.).
C.I.A.	Combines Investigation Act, (Can.), as amended 1975.
C.P.A.	Consumer Protection Act, R.S.O. 1970, c.82 as am.
C.S.A.	Conditional Sales Act, R.S.O. 1970, as am.
Factors Act	R.S.O. 1970, c.156.
P.P.S.A.	Personal Property Security Act, R.S.O. 1970, c.344, as am.
S.G.A.	Sale of Goods Act, R.S.O. 1970, c.421.
U.C.C.	Uniform Commercial Code (1972 Official Text).
U.C.C.C.	Uniform Consumer Credit Code (U.S.).
U.P.P.S.A.	Model Uniform Personal Property Security Act (Can.).